

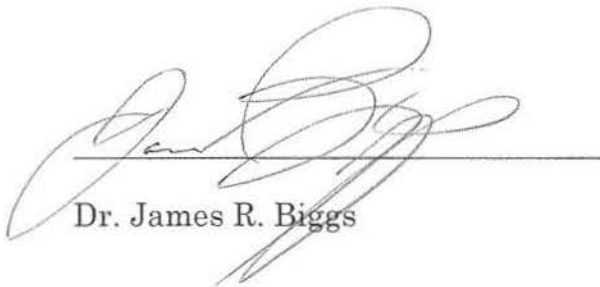
## RELEASE IN FULL AND INDEMNIFYING AGREEMENT

1. For that consideration specifically set forth in subparagraphs (A) through (C) of Paragraph 2 of this Instrument and no other consideration, James R. Biggs, and his agents, heirs, successors, assigns, personal representatives, employees, and any persons or parties subrogated to his rights and any persons or parties having any rights of representation through him, (all of whom are hereinafter referred to collectively as Releasor), forever release and discharge the Regents of Northern New Mexico College ("the College") and its respective heirs, predecessors, successors, assigns, agents, employees, employers, insurers, executors, personal representatives, partners and partnerships, corporations and professional associations, shareholders of corporations, officers, directors, and administrators, and all other employees, engineers, technicians and company staff, and all persons, firms, and attorneys, (all of whom are hereinafter referred to collectively as Releasees) from any and all claims, demands, damages, suits or causes of action of whatsoever kind or nature arising out of or in any way related to any financial, mental, physical, emotional, psychological and psychiatric injuries sustained by James Biggs allegedly as a result of alleged retaliation or any other alleged wrongdoing by the Releasees, including those of which are or could have been the basis for a claim which was filed in the First Judicial District Court for Rio Arriba County, Case No. D-117-CV-2014-00218, entitled *James R. Biggs v. Regents of Northern New Mexico College*.
2. The consideration for this Release is as follows:
  - A. Releasor shall receive as full and final settlement the total sum of Two Hundred Ninety Five Thousand Dollars, (\$295,000.00), from the College which sum includes, but is not limited to, payment for all alleged injuries and damages, including but not limited to amounts for lost wages, pain and suffering and all other damages costs, and other expenses and attorney's fees of every kind and nature related to or arising from the incidents and events more particularly described in Paragraph 1 above, and which sums are hereby paid on behalf of all Releasees in exchange for which, Releasor fully releases and discharges all Releasees as set forth in Paragraph I of this instrument.
  - B. Within twenty (20) days following complete execution of this Agreement, payment will be made on behalf of the College to Biggs in the amount of One Hundred Forty-Seven Thousand Five Hundred Dollars and no/100 (\$147,500.00). An additional payment of One Hundred Forty-Seven

Thousand Five Hundred Dollars and no/100 (\$147,500.00) shall be made on behalf of the College to Biggs on or before July 10, 2016.

- C. As additional consideration, the Releasees agree to be solely responsible for payment to the Mediator Eric Miller of his fee for the March 25, 2016 mediation in this matter.
  - D. Releasor shall fully release and indemnify Releasees as provided in this instrument and shall forever forbear and refrain from filing any action, claim or lawsuit of any kind whatsoever against Releasees for anything related to or arising from those incidents and events more particularly described in Paragraph I of this instrument.
  - E. The parties, by and through their attorneys, shall take such action as may be necessary to file a Motion and Order of Dismissal indicating that the First Amended Complaint filed in the above referenced case on February 11, 2015, is dismissed with prejudice.
- 3. It is understood and agreed that this Release includes any matters related to or inherent in the issues in said Case No. D-117-CV-2014-00218, including any claim, demand, action or cause of action which could have been asserted for any obligation arising out of contract, tort, warranty, strict liability, and punitive or exemplary damages, or otherwise, which could have been asserted in the pleadings.
  - 4. Releasor hereby acknowledges full settlement and satisfaction of all claims of whatsoever kind or character which he may have against the parties herein released by reason of the abovementioned damages, losses or injuries.
  - 5. Releasor further understands that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind and that liability has at all times been denied, and that the settlement evidenced by this Instrument is a compromise to avoid further expenses of litigation and to terminate all controversy and claim against Releasees of whatsoever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described more particularly in Paragraph 1 of this Instrument.
  - 6. Releasor expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by Releasor, compensation for all known and unknown damages sustained by Releasor as a result of the aforesaid incidents and events are included in the consideration paid for this Release and that no further claim can or will be made therefor.

7. The Parties agree that for six months following the execution of this Agreement, they will make no disclosure of any kind concerning this Agreement, including without limitation, the terms of this Agreement or the consideration provided to any person or organization, other than as reasonably necessary to enforce or comply with the terms of this Agreement and the Parties' financial/tax advisors, as required by court order or law. The Parties agree that the terms of this paragraph shall be enforceable by a court and that violation of them shall subject violators to sanction, including contempt of court. If asked by any person about the status or resolution of the Lawsuit, Biggs may respond, "No comment" or "The lawsuit has been settled to the satisfaction of the parties" and may provide no other information about the terms of the settlement.
8. Releasor further agrees that this Release in Full and Indemnifying Agreement shall be binding upon his heirs, executors, personal representatives, administrators, assigns, agents, employees, and any and all persons or entities which are or may be subrogated to the rights of the Releasor, or which may have any rights of representation through the Releasor. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Release are contractual and are not a mere recital.
9. RELEASOR HAS FULLY READ THE FOREGOING RELEASE AND INDEMNIFYING AGREEMENT, FULLY UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

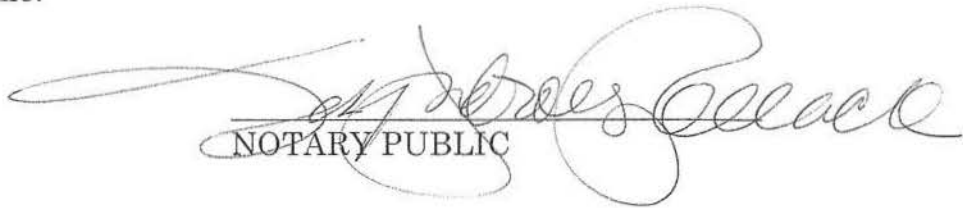
  
Dr. James R. Biggs

Date: 4/8/16

STATE OF NEW MEXICO     )  
                                          ) ss.  
COUNTY OF BERNALILLO    )

The foregoing Release in full and Indemnifying Agreement was acknowledged, subscribed, and sworn to by James R. Biggs, Releasor before me this 8 day of April, 2016, who is known to me.



  
NOTARY PUBLIC

My Commission Expires:  
11/23/2018